

2004 - 2005 ACADEMIC YEAR

TERMS & CONDITIONS

**FOR RESIDENCE HALL FACILITIES AT
DODGE CITY COMMUNITY COLLEGE**



**FINANCIAL OBLIGATIONS ARE
INVOLVED – PLEASE READ
CAREFULLY**

Dodge City Community College is committed to a policy of non-discrimination on the basis of race, gender, national origin, religion, age and disability as required by applicable laws and regulations under the Title VI Civil Rights Act of 1964, Title IX Regulations of 1972, and Section 504 of the Social Rehabilitation Act of 1973 and the Americans With Disabilities Act (ADA) of 1990.

A. General Conditions

Students living in Residence Halls are expected to conform to standards of conduct which are consistent with the educational objectives and priorities of Dodge City Community College and the College Handbook. Respect and consideration for the rights of others and their needs for study time and rest must receive priority over other needs. Each student is expected to respond appropriately to requests from staff and fellow students concerning behavior which does not honor this priority.

B. Housing Deposit / Activity Fee

A \$100 deposit must accompany the application for student housing. This deposit is used:

- 1) To reserve a room prior to student's arrival.
- 2) For any charges relating to loss and/or damage to college property. When a student leaves the Residence Hall, the deposit will be refunded, less \$10 for the activity fee.
- 3) For outstanding balances for room and board, student fees or other delinquent college obligations.

C. Eligibility

When residence halls are at maximum capacity, preference is given to persons who are: Registered, full-time (12 credit hours), fee-paying students.

D. Period of Contract

A student contracts to live in a DCCC Residence Hall for the **full academic year**. Contractual period begins when DCCC receives a completed housing contract and ends as stated in the contract. All academic year contracts automatically expire on the final day of spring semester exams. Housing for the summer or the following year requires completion of a new contract.

E. Rates - By Semester

| | |
|---------------------------------|---------|
| Sites-Franklin Room Only Rate | \$1,250 |
| Sites-Franklin Room & 19 meals | \$2,120 |
| All other Halls Room & 19 meals | \$1,880 |
| Sites-Franklin Room & 14 meals | \$2,040 |
| All other Halls Room & 14 meals | \$1,800 |

F. Food Service

Sites-Franklin residents have the option of purchasing a meal plan. All other residents are

required to purchase the 19 or 14 meal plan. Meal service is not provided during Thanksgiving, Winter and Spring Breaks. Meal plan refunds are pro-rated based on the date of official check-out from the residence hall. Changes in meal plan options will only be permitted at the beginning of each Fall and Spring semester (at check-in). No mid-semester or mid-session changes are permitted.

G. Break Periods

The Residence Halls are closed during the break period between Fall and Spring semesters, during the break period between Spring and Summer sessions, and the break period between Summer and Fall semester. The Residence Halls are open during Thanksgiving and Spring Breaks and no extra charge is assessed. Food Service is not provided during breaks.

H. Room Assignment

1. Requests for assignments to specific housing facilities, rooms and roommates are honored according to the date the contract **and deposit** are received by the College. Assignments are not guaranteed in accordance with the request.
2. The College reserves the right to refuse to give a housing assignment to any student. Examples of reasons for refusal include, but are not limited to, individuals who have a criminal history, individuals who have behavioral problems which may, in the opinion of College officials, negatively impact the group living environment, individuals who have been previously evicted from campus housing, or individuals who have poor rental histories.
3. Students will be notified of their assignment at the address given on the contract. At this time there shall be a binding agreement between the student and Dodge City Community College.
4. **Single Rooms:** Single rooms are extremely limited and are provided on a space available basis only. Waiting lists for single rooms are maintained by Residence Life and are assigned on a date priority basis.
5. **Reassignment:** The College reserves the right to reassign individuals to different rooms at **any time** and to use unleased space in the residence halls. **At the beginning of each**

semester, students living alone in "double" rooms will be required to move to a new room, acquire a roommate or pay for a double room as a single room, which will cost an additional \$300 per semester pro-rated. The College also reserves the right to reassign residents within a building or between buildings for administrative or disciplinary reasons when such action is deemed necessary by College officials.

6. **Temporary Assignments:** DCCC may make temporary housing assignments by placing extra residents in rooms. As regular occupancy becomes available, these temporarily assigned residents will be given the choice to move to permanent accommodations only as offered by DCCC.
7. Upon availability, a room will be reserved until noon Wednesday of the first week of class. All room reservations unclaimed by noon Wednesday of the first week of classes each semester will be canceled and the \$100 housing deposit forfeited unless the holder of the reservation notifies the Department of Residence Life that they will be late in arriving. Students failing to check-in by this deadline may be reassigned to an available space at that time.

I. Cancellation of Contract - Before Moving In

1. A full refund of \$100 will be granted if written notice of cancellation is mailed to the Department of Residence Life postmarked by July 1 for contracts beginning Fall Semester and December 15 for contracts beginning Spring Semester.
2. A \$50 refund will be granted if written notice of cancellation is postmarked and mailed to the Department of Residence Life by July 15 for contracts beginning Fall Semester and December 31 for contracts beginning Spring Semester.
3. **The \$100 deposit will be forfeited by any applicant who has been assigned a room and cancels after July 15 (Fall Semester) or December 31 (Spring Semester).**
4. Refunds will be paid 4 to 6 weeks after written notification of cancellation is received.

J. Cancellation of Contract - By Resident

1. The Contract may be canceled by the student for a fee of \$500. Room and board charges will be pro-rated to the day the student officially checks-out (turn in keys and inventoried out by a staff member) of the residence hall, then an additional \$500 fee will be applied.
2. A resident may apply to Residence Life for consideration of a contract termination if any of the following situations arise: (a) Marriage as evidenced by an original marriage certificate, (b) Substantial, verifiable and unanticipated change in circumstances beyond the resident's control which occurred after the contract began, (c) **Withdrawal from college, or (d) Graduating or transferring to another institution.** Termination of the contract is not guaranteed. If granted, room rent will be pro-rated based on the official check-out date. The \$100 deposit, less the \$10 activity fee is refundable based on room condition and receipt of keys upon formal check-out. Formal check-out (turn in keys and inventoried out by a staff member) is required in order to be granted the full pro-rated refund. **Persons who fail to properly check-out will be administratively checked-out and billed \$50, plus the charge for lock changes if keys are not returned and any other applicable cleaning and damage charges.**

K. Cancellation of Contract - By the College

1. This contract may be canceled by the College and possession of the space taken by the College upon:
 - a) student's failure to make payment
 - b) student's failure to comply with the contract terms or with rules and regulations of the College, which results in disciplinary action by the College
 - c) suspension of the student by either academic or disciplinary action.
 - d) suspension from the cafeteria and/or dining areas due to inappropriate behavior.
2. Students who are required to leave the residence hall due to disciplinary action will be obligated for the balance owed on the contract for that semester.

Cancellation of Contract - By the College
(Continued)

3. If students are a danger to themselves or to others, in the opinion of College officials, due to psychological or medical reasons, the College reserves the right to immediately remove the student from the Residence Halls until the situation is assessed. Continuation of the Residence Hall contract will be determined at a later date.

L. Room & Board Charges & Refunds

1. The student agrees to pay the College the duly prescribed semester charges during the terms of the contract at the time scheduled by the College. Failure to pay may cause a temporary hold to be placed on the student's meal plan, may result in the student's name being placed on the College debt file, which prohibits further enrollment and/or issuance of transcripts or may cause the student to be withdrawn from the College and evicted and/or trespassed from the Residence Halls. Meals denied due to non-payment are not refundable.
2. EXCEPT AS OTHERWISE DESCRIBED IN THIS CONTRACT, ROOM AND BOARD CHARGES ARE REFUNDABLE ON A PRO-RATED BASIS, BASED ON A STUDENT'S OFFICIAL WITHDRAWAL FROM THE COLLEGE OR AN ACTION TAKEN BY THE COLLEGE OFFICIALS.
3. The initial room and board payment is due and payable for the semester either in advance or in equal payments as follows:

Payment Schedule:

| <u>Fall</u> | <u>Spring</u> |
|--------------------|----------------------|
| Upon Check-In | Upon Check-In |
| September 10 | February 10 |
| October 10 | March 10 |
| November 10 | April 10 |
| December 10 | May 10 |

4. All payments or financial arrangements for room and board are made through the Student Financial Assistance Office and/or Business Office.
5. DCCC reserves the right to turn over any unpaid room and board charges to a collection agency. The cost of such action is the responsibility of the student.
6. Room and board charges are pro-rated until the last two (2) weeks of each semester.

M. Additional Conditions

1. Explosives of any nature are not permitted in the Residence Halls. Firearms, ammunition and other weapons (or potentially dangerous articles) are not permitted in student rooms or Residence Halls.
2. Students agree to comply with state laws, city ordinances and College policies with regard to the possession or use of fermented malt beverages, intoxicating liquors and illegal drugs and/or substances. **Students also agree that their room shall not be used for any purpose contrary to the law.** Students who are placed under what is commonly referred to as "house arrest" or who are assigned electronic monitoring devices or are placed under direct parole supervision will not be permitted to reside in the residence halls.
3. The College reserves the right to enter student rooms with residence life staff, security or law enforcement personnel for the purpose of inspecting the premises when an authorized agent of the College has reasonable belief, including but not limited to the following: (a) that an occupant of the room may be physically harmed or endangered; (b) that college property is being damaged; (c) that maintenance, sanitation and/or repair is necessary; (d) that college rules are being violated; (e) for periodic room inspections; (f) that the room is being occupied by a non-contracted or unauthorized person. This right is exercised with discretion and advance notice is given only if deemed appropriate by College officials.
4. The College reserves the right to conduct room searches with a trained, chemical-sensitive canine.
5. In the event that damage is done to a particular floor and the person(s) responsible are not identified, the entire floor may be held responsible and each individual may be billed appropriately.
6. The College is not liable for the loss of or damage to student personal goods housed in college facilities (unless caused by gross negligence on the part of the college). Residents are encouraged to purchase private insurance for their personal possessions.

7. The college assumes no liability if a student abandons any personal property in the residence halls for a period of two weeks (excluding Christmas and Spring Breaks). Such property shall be disposed of accordingly.
8. No portion of this contract may be transferred to any other person or party.
9. All students are held responsible for knowing the College regulations and information set forth in the College Catalog and Student Handbook. **All College Policies as well as Residence Hall regulations are specifically made a part of the contract by reference.**
10. Guests of the same gender are allowed overnight only with prior permission from roommate(s) and a Director or Assistant Director or the Associate Dean of Students. **Visitation policies will be strictly enforced. Visitors must observe posted visiting hours, be at least 18 years of age and no longer in high school, and be the visitor of an authorized resident in good standing.**
11. Residents are responsible for the actions and any damage which may be incurred by their guests.
12. Animals or pets, except for fish, are **NOT** allowed in any residence hall.
13. Willful and/or malicious damaging, misuse, or theft of College property is cause for contract cancellation.
14. Smoking is strictly prohibited in all areas of the residence halls including student rooms. Smoking is only permitted in designated outside areas.
15. Tampering with or disabling of fire protection systems or security camera systems is strictly prohibited. The use of candles, incense, lanterns, or similar devices is not permitted in any area of the residence halls.
- N. Contract Authority**
- If the resident is under the age of 18, her/his parents or legal guardian shall become a party to this contract and shall sign the contract as evidence of acceptance of all contractual responsibilities.